

PRE-PROPOSAL CONFERENCE

RFP9921706916

A pre-proposal conference will be held on September 24, 1998 at 10:00 a.m., at the Fairfax County Government Center, 12000 Government Center Parkway, 4th Floor, Conference Room 443.C, Fairfax, Virginia 22035-0014. All offerors are urged to attend.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

NOTICE OF REQUEST FOR PROPOSAL (RFP)

RFP9921706916

Notice is hereby given that the Fairfax County Department of Purchasing & Supply Management will be soliciting proposals from qualified firms to provide **Procurement Card (Credit Card) Services** for small purchases for Fairfax County.

Proposals will be received by the Fairfax County Department of Purchasing and Supply Management, no later than 4:00 P.M. local prevailing time, **October 13, 1998**. Proposals received after that time will not be accepted.

A pre-proposal conference will be held on September 24, 1998 at 10:00 a.m., at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 443.C, Fairfax, Virginia 22035-0014. All offerors are urged to attend.

Interested offerors may obtain the Request for Proposal documents from the above stated address by: (1) completing and returning the request form below; (2) by picking up the documents at the above address; (3) by requesting via **TELEPHONE or FAX**, or (4) by accessing the Purchasing Web Site at www.co.fairfax.va.us/dpsm to download the bid. **Telephone requests for this solicitation should be directed to the Bid Clerk at 324-3202.** (Proposals will be available from **September 11, 1998** until proposal closing date.)

Questions concerning the contractual aspects of this Request for Proposal shall be directed to Lonnette Robinson at (703) 324-3281. This is the only point where contract information will be disseminated.

In the event you cannot submit a proposal, please indicate your name and address, place an "X" in the "NO BID" block and **return this form** to the address indicated below. Failure to provide this information may result in removing your firm from the Procurement Opportunity List.

----- PLEASE COMPLETE THE FOLLOWING INFORMATION -----

☐ NO BID - I do not wish to submit a proposal at this time, but keep me on the Procurement Opportunity List.

☐ **Please check if address has been changed.**

☐ Please send a copy of the above Request for Proposal.

Vendor Name/Address

Mail or **FAX (703-324-3223)** This Form To:

County of Fairfax

Department of Purchasing & Supply Management

4th Floor, Suite 427

12000 Government Center Parkway

Fairfax, VA 22035-0014

FED. TAX ID # REQUIRED

ATTN: BID CONTROL SECTION

RFP9921706916 - Procurement Card (Credit Card) Services

rev.8/98r



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SUPPLY/SERVICE CONTRACT: G DEFINITE QUANTITY x ESTIMATED G COMBINATION

ISSUE DATE: SEPTEMBER 11, 1998	REQUEST FOR PROPOSAL NUMBER: RFP9921706916	FOR: PROCUREMENT CARD (CREDIT CARD) SERVICES FOR SMALL PURCHASES
AGENCY: VARIOUS	DATE/TIME OF CLOSING: OCTOBER 13, 1998 @ 4:00 P.M.	CONTRACT ADMINISTRATOR: LONNETTE ROBINSON, CPPB @ (703) 324-3281

Proposal - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM: _____
Telephone/Fax No.: _____ / _____
E-Mail Address: _____
Va. State Registration No.: _____
Federal Social Security No.: _____
Prompt Payment Discount: ___ % for payment within ___ days/net ___ days.
Fairfax License Tax No.: _____

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION
State in which Incorporated: _____

Vendor Legally Authorized Signature

Date

(Impress
Corporate Seal
Here)

Print Name and Title

Secretary

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order-Purchase Order will follow.)

CONTRACT NUMBER: RQ9921706916

DATE: _____

Accepted as to Item(s) Indicated: _____

Contract Administrator
LONNETTE ROBINSON, CPPB

Purchasing Agent
LARRY N. WELLMAN, CPPO

Sealed proposals subject to terms and conditions of this Request for Proposal will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY. The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for goods or services estimated to cost less than \$30,000, the threshold for using competitive sealed bidding or competitive negotiation.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which may be legally performed only pursuant to a certificate or license from a state examining board issued

under the provisions of Title 54 of the Code of Virginia, and any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding. The following professional services (accounting, actuarial services, architecture, land surveying, landscape architecture, law, medicine, optometry, pharmacy and professional engineering) shall be procured as set forth in Virginia Code Section 11-37 in the definition of competitive negotiation at paragraph 3(a), and in conformance with the **Professional and Consultant Services Procurement Policy of Fairfax County.**

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders.)

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising, the mailing of an Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an open market procurement, or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, bid Cover Sheets and Pricing Schedules are furnished in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1) It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2) The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

- b. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake

a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS-All solicitation packages will contain a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic or

facsimile bids/modifications will not be considered.

14. BIDDERS PRESENT-At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the Office of the Purchasing Agent during regular County business hours for a period not less than thirty (30) calendar days after date of opening. Abstracts or tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board for a minimum of 30 days.

At the time fixed for the receipt of responses for request for proposals, only the names of the offerors will be read and made available to the public.

15. OMISSIONS & DISCREPANCIES-Any items or parts of
16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidders List.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in

any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (1-202-755-0325)

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder is deemed

to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any addenda/amendments/Memoranda of Negotiations

26. TIE BIDS- If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery times, preference will be given to the resident bidder from the Commonwealth of Virginia if there is one, except when in the judgment of the County such purchase would operate to the disadvantage of the County. Otherwise, the award will be made by the public drawing of lots. The decision of the County to make award to one or more of such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than thirty (30) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

28. INSPECTION-ACCEPTANCE- For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES- Where definite quantities

maintenance and service for the use of the subject of the contract;

- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on a debt or contract or is in default on a surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS- A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions & Instructions to Bidders,

are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES- On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS- Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE- A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$15,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS ENTERPRISES-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for

payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY FAILURES-Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible.

- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a business concern which, regardless of ownership or control, (1) does not exceed fifty (50) employees (2) has gross annual income not exceeding \$2 million, (3) is independently owned and operated (not a subsidiary of another firm), and (4) is not dominant in its field of operation.
- d. As used in this contract, the term "minority business" means a business concern which is operated and controlled by a minority person. The term "operated and controlled" shall mean that the managerial and official staff of the business concern is composed of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this business concern shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such enterprise.
- e. As used in this contract, the term "minority person" means Black, Hispanic, Asian or Pacific Islanders, Native American or Alaskan Natives, and women regardless of race or ethnicity.
- f. Contractors may rely on oral or written representations by subcontractors regarding their

status as small and/or minority business enterprises in lieu of independent investigation.

- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision.

The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point.

No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County

ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order executed and released by the Purchasing Agent or his or her designee.

The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISION

will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference

between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County

by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

- a. Fairfax County Public Schools
Assistant Superintendent - Financial Services
10700 Page Avenue
Fairfax, Virginia 22030
- b. County of Fairfax
Office of Finance
P. O. Box 1327, Drawer A
Fairfax, Virginia 22035
- c. Fairfax County Redevelopment and Housing Authority
Finance Division
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agencies.
- d. Allow services to be inspected or reviewed by an

employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid,
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in "c". Any inspection of procurement transaction records under this section shall be subject to

proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(Continued)

was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever

6. the contractor has abandoned performance or been terminated for default on any other Fairfax County project;
7. the contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 2p, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(Continued)

provided in Article 2, Section 1. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 2n, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 2n, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the

occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may solicit bids and award contracts on behalf of other public bodies for the purpose of combining requirements to increase efficiency, effect cost savings, or reduce administrative expenses. Jurisdictions participating in such solicitations shall be identified in the solicitation.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

APPROVED:

/S/ David P. Bobzien

COUNTY ATTORNEY

/S/ Larry N. Wellman

COUNTY PURCHASING AGENT

SPECIAL PROVISIONS (continued)

Rev.8/98rfp

RFP9921706916

SPECIAL PROVISIONS**1. SCOPE OF CONTRACT:**

- 1.1 The purpose of this Request for Proposal is to enter into a contract with a qualified firm for the provision of procurement card (credit card) services for small purchases for the agencies of the Fairfax County Government, including the Fairfax County Public School System (FCPS), in accordance with the terms and conditions of the Request for Proposal.

2. BACKGROUND:

2.1 Fairfax County (the County)

Fairfax County is located near Washington, D.C. Its population is over 900,000 and it occupies approximately 399 square miles.

The County's fiscal year runs from July 1 to June 30. In the adopted budget for fiscal year 1999 (FY99), combined General Fund Disbursements total \$1.85 billion. The County currently holds an AAA bond rating from Standard and Poors, Moody's and Fitch.

2.2 Purchasing

In FY98 the Department of Purchasing and Supply Management (DPSM), which directs purchasing for the County, including FCPS, issued a total of 46,463 purchase orders with an aggregate value of \$324.28 million. Of the purchase orders issued, 35,874 were small purchase orders (under \$5000) with an aggregate total of \$28.65 million. Volume for FY99 is expected to be similar.

The Director, DPSM, has delegated authority to place small purchase orders (purchases under \$5000) to authorized County agencies, including FCPS. There are approximately 50 agencies with this delegated authority. Agencies may also make purchases with petty cash, up to a \$100 limitation.

2.3 Existing Procurement Card program

In 1995, DPSM initiated a pilot procurement card program with the incumbent contractor, Corestates Bank, and several County agencies, including FCPS. The pilot program proved successful and in November 1997, the program was opened to all County agencies. Currently

SPECIAL PROVISIONS (continued)

eighteen of approximately 50 eligible agencies participate in the program.

The procurement card program (the program) is intended to supplement the use of small purchase orders and petty cash. The County's single transaction limitation is currently \$1000 per card, with an exception for FCPS. FCPS' current single transaction limitation is \$5000 per card, with an unlimited amount for the purchase of textbooks. Agencies may set *lower* limitations on individual cards. The County or FCPS may increase their transaction limitation in the future.

There are currently approximately 923 cardholders, 686 in FCPS and 237 in the remaining County agencies. The number of cardholders varies significantly among agencies, from 686 cards for the largest user agency (FCPS) to one card for several of our smaller agencies. In FY98 FCPS spent \$5.02 million on card purchases, with 22,779 transactions. The remainder of the County spent just over \$1 million on card purchases for the same period; however, the total number of transactions was not tracked. DPSM anticipates that card purchases and cardholders will increase in the future.

Copies of the current procedural memoranda governing procurement card use are included as Attachments A and B to this RFP. Procedural Memorandum 12-02 (Attachment A) provides guidance for all agencies other than FCPS. Regulation 5350 (Attachment B) provides guidance for FCPS.

3. TASKS TO BE PERFORMED:

3.1 Required tasks and capabilities - Offeror should describe how each stated task would be accomplished or how each desired capability would be met.

A. ISSUANCE OF CARDS

The Purchasing Agent or his designated representative(s) will determine who receives cards. The Purchasing Agent's designated representative(s) will be identified to the Contractor in writing at the start of the contract and may be changed by written notification, at any time. Notification may be provided by facsimile, with written follow up within ten business days.

The Contractor shall not issue any cards without the written approval of the Purchasing Agent or his designated representative. This approval may be provided by either of the following:

SPECIAL PROVISIONS (continued)

1. The Purchasing Agent's or his designated representative's signature on the contractor's application form. Contractor shall provide applications to DPSM upon request.
2. A memorandum from the Purchasing Agent or his designated representative.

The offeror shall indicate the time frame from the receipt of card request to the issuance of a new card, and describe method(s) available to receive requests and method of card delivery.

B. CARDHOLDERS

Although some cards may be issued to individual employees, in general, cards will be issued to work groups within the County. Work group cards are assigned to an individual custodian (cardholder) within that group, however, the work group's name, not the custodian's, appears on the card (i.e., **Public Affairs - Admin.**). The work group card is used by all authorized individuals within that group.

Offeror should describe how a card assigned to a workgroup may be used by more than one person within that group, including how to handle authorized signatures for purchases, signature on the back of the card and method of dealing with vendor inquiries regarding authorized signatures. Offeror should also note if the card's signature area could contain a County specified message, such as **not valid without County ID.**

C. COMPATIBILITY WITH COUNTY AUTOMATED ACCOUNTING SYSTEM

Currently, a **unique identifying number** which corresponds to the appropriate County expenditure fund is tied to accounting data maintained by the bank for each card. This number may be up to twenty-five (25) characters and allow County agencies to correctly identify their funding sources for each card.

Fairfax County receives transaction information from our current contractor through two methods - download from the contractor bulletin board for FCPS and File Transfer Protocol (FTP) for the remaining County agencies. Through a computer program which automates the process, transaction information is then posted directly from the contractor provided transaction report into appropriate expenditure accounts and payment documents are created.

SPECIAL PROVISIONS (continued)

Transaction files (reports) provided by the contractor must interface with the County's automated financial system (currently FAMIS 4.2). Attachment C is a copy of our current file layout. File layout can be customized if necessary.

Offeror shall describe what types of client accounting information can be associated with each card and how the association is accomplished. Description should include how each card will be tied to the appropriate County expenditure fund, many numerical digits can be used to identify the appropriate expenditure fund, how transaction information may be conveyed to the County's system, how it may interface with that system, and what software, if any, is available to aid system interaction.

Offeror should also detail any technical interface requirements expected from the County.

D. LIABILITY

Under the terms and conditions of our current contract, the County of Fairfax is liable for card use by authorized users, provided that the use is within the single transaction dollar limitations established for the card. The County does not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen, beyond a maximum limit of fifty (\$50) dollars and beyond a maximum time period of twenty-four (24) hours after Contractor is notified of a lost or stolen card or that a card has been used by an unauthorized person.

Offeror shall describe in detail the County's liability under any contract formed as a result of this RFP.

E. CARD FORMAT DESIGN

Contractor shall provide a card designed for the County of Fairfax. Such design shall be approved by the Purchasing Agent or his designated representative and shall contain the following features:

1. The phrase **TAX EXEMPT** and the County's tax exempt number shall be printed on the face of the card.
2. The contractor's toll free customer service number shall be printed on the

SPECIAL PROVISIONS (continued)

back of the card. Note: Customer service staff shall not make changes to the card limitation parameters without proper authorization by the Purchasing Agent or his designated representative.

3. There shall be no references to Automatic Teller Machines included on the card.

F. CARD CONTROLS AND RESTRICTIONS

The contractor shall have the ability to set restrictions and controls at both the County and the individual card levels. *Maximum* County wide limitations for all cards will be set in writing at the start of the contract and may be changed only by written notification from the Purchasing Agent or his designated representative. This notification may be provided by facsimile, followed by written notification within ten business days.

Individual controls shall be set at time of card application but may be changed at a later time. Card controls may be changed only upon request from the Purchasing Agent or his designated representative. These changes may be made in writing, or orally with written, facsimile or electronic mail follow up within ten business days. A toll-free number shall be available to process these types of changes immediately. Offeror should indicate hours of operation for such toll free service. Offeror should also indicate a time frame for making individual card control changes.

The following controls and restrictions shall be available for all cards:

1. Single transaction dollar limitation -established per individual card, not to exceed the County established maximum dollar limit.
2. Velocity limitation - Number of card authorizations per designated period- for example, ten transactions per day or twenty-five transactions per month.
3. Maximum dollar limitation per period - for example, \$10,000 per month.
4. Vendor Blocking -restrictions on the types of vendors authorized to accept the card.
5. Cash Advances - Complete *prohibition* of all cash advances.
6. Additional controls - as available from contractor. Offeror should describe

SPECIAL PROVISIONS (continued)

any additional controls available.

G. TRAINING

The contractor shall provide training to the County as follows:

1. Contract start-up training session - At the start of the contract, contractor shall provide initial on-site training to County staff designated by the Purchasing Agent. The initial training will address benefits and features of the card, billing procedures, available reports, the application process and, if applicable, the transition from incumbent to a new contractor.
2. Training materials - Contractor shall provide written materials that may be used by County staff to train agency program managers and cardholders in proper card use. Contractor shall provide additional copies of training materials upon request at no additional cost. The County may copy and distribute contractor provided materials to staff at no additional cost.
3. Telephone support - Contractor shall provide the name and telephone number of a point-of-contact who will be available by telephone to answer questions that may arise during County training of staff or to provide brief training session by telephone to new program managers or cardholders. Offeror should describe hours such support will be available.
4. Additional Programs - Offeror should also describe any additional training programs or materials available regarding card use.

H. CUSTOMER SUPPORT

The Contractor shall provide customer support to the Purchasing Agent or his designated representative, agency representatives and cardholders. This support shall include, at a minimum:

1. A toll free telephone customer assistance number and a toll-free telephone number for reporting lost or stolen cards. Offeror shall describe the availability of these toll-free assistance lines, including the hours these lines are staffed.
2. The name, title and telephone number of the customer account representative and alternate who would respond to inquiries by the Purchasing Agent or his authorized designee.

SPECIAL PROVISIONS (continued)

3. The name, title and telephone number of the technical representative and alternate who would respond to inquiries and work with County technical personnel regarding such issues as transfer of billing files (FTP) and other electronic or computer related procedures.

I. QUESTIONED ITEMS AND CHARGEBACKS

Contractor shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Provisions for handling questioned items should include how to:

1. Contact Contractor to discuss questioned or disputed items
2. Credit Agency's account, pending resolution of the disputed item; and
3. Process chargebacks for items resolved in the agency's favor. Note: Offeror shall provide a time frame for this process.

J. CHANGES IN CARDHOLDER OR AGENCY ACCOUNTS

The Purchasing Agent or his designated representative may request changes to an individual card, an agency billing account or all cards County wide. Such changes may include changes to card expenditure limits, transaction limits, purchase restrictions, card name, cardholder billing address or telephone number, and card unique identifier number. These changes may be made in writing, or orally with written, facsimile or electronic mail follow up within ten business days.

The offeror must propose a time frame between receiving a request for change in a cardholder or agency account and accomplishing the change. Offeror should also detail how request may be conveyed to contractor - toll-free telephone contact, facsimile, electronic mail, etc.

K. LOST OR STOLEN CARDS

The cardholder and/or Purchasing Agent or his designated representative will immediately report lost or stolen cards to the Contractor. Such reports will be in writing or verbal with written confirmation. The Contractor shall provide for immediate cancellation and emergency issue of a replacement card. The offeror must specify the time frame between receiving the report of a lost or stolen card and mailing a replacement card. Also, see section 3.1.H.1 for information

SPECIAL PROVISIONS (continued)

regarding availability of toll-free telephone service for this process.

L. CARD TERMINATION

The Purchasing Agent or his authorized designee may from time to time notify the Contractor of card termination or cancellation. This notification will be in writing or verbal with written confirmation. Upon notification, the Contractor shall immediately cancel the appropriate account(s).

The offeror should specify the time frame between receiving request and cancellation of account.

M. CARD ACCEPTANCE

Contractor's card shall be widely accepted by a variety of merchants commonly used by the County. The offeror should describe the card's general acceptance in the Northern Virginia area.

N. NEW MERCHANTS

Contractor should have an established program to recruit new businesses when notified by the County that Contractor's card was not accepted by a particular vendor. The offeror should describe this program and its level of success.

O. BILLING DOCUMENTATION

Billing statements shall be provided at the agreed upon interval to individual cardholders, agency program managers and any additional staff identified by the Purchasing Agent or his authorized designee.

The contractor must present invoices to individual County agencies as required by the Purchasing Agent. The Purchasing Agent may require completely separate billing for some agencies (i.e., FCPS), or separate billing accounts under a common County billing for others.

Invoices for all users of the contract must meet County requirements. The successful Offeror(s) must send an itemized invoice at the interval agreed upon, which must include the information listed below:

1. The name of the County department
2. Name of merchant
3. Date supplies or services were purchased
4. The itemized cost for each item/service.

SPECIAL PROVISIONS (continued)

Backup documentation for each purchase shall be available upon request from the cardholder or agency program manager. Offeror should identify time frame required to provide backup documentation and method required for request (i.e., telephone, fax, etc.)

P. TRANSMITTAL OF BILLING INFORMATION

Although hard copy billing statements are required to be provided as stated in paragraph O above, alternative methods of transmitting billing information for payment will be considered. As described in paragraph C, ~~A~~Compatibility with County Automated Accounting System(s), ~~@~~the County currently receives billing information electronically.

If FTP billing is agreed upon as a result of this RFP, the County desires to receive billing reports at a regularly scheduled interval as determined during negotiation. Contractor should send one FTP billing report to the County which encompasses all County agencies, except FCPS. FCPS may elect to receive billing information separate from the County and in a different manner than the County. The County should receive no more than one file a day.

If FTP transmission is agreed upon, transmitted file reports should contain at a minimum the following components:

- # a list of all detailed procurement card transactions
- # a record or file of control information (total records transmitted; total dollars in current period card transactions; total dollar in current period credits) so that the County can verify all billing information has been received and processed.

Offeror should provide the following information regarding transmittal of billing information:

1. Available methods for transmittal of billing information (EDI, FTP transmission, electronic bulletin board access, etc.) and what, if any, payment parameters are associated with each billing format.
2. What client specific information can be attached to each card or account.
3. Description of offeror's technical support for electronic billing processes.

SPECIAL PROVISIONS (continued)

Description should include what work hours technical support is available to the County, as well as descriptive information regarding staffing, experience, and other pertinent factors.

Q. BILLING FILE SECURITY AND QUALITY CONTROL

Offeror should describe the following:

1. Security - How card information is kept secure. Offeror should address security for file transmission as part of description.
2. Back Up/Restore Procedures - for billing files.
3. Availability of billing file copy - Can the County obtain a second copy or second transmission of a billing report in the event of a problem with County receipt and processing. Describe process and cost, if any.
4. File transmission quality control - How will offeror control the following:
 - a) that report files are transmitted at the time and day interval scheduled by the contract?
 - b) that no duplicate transactions or files are transmitted
 - c) that file contains the accurate and complete unique identifying information associated with each individual card.

R. BILLING INTERVAL (PERIOD)

The County currently receives and pays billing on a weekly basis, but will consider alternative billing intervals such as monthly, biweekly or daily.

Offeror should fully describe available billing alternatives, including the following:

1. Policies governing the timing of vendor billing relative to the delivery of goods and services.
2. Available billing schedules (monthly, weekly, daily, etc.) and time frames involved for close of billing period, transmittal of billing information, and payment requirement.

SPECIAL PROVISIONS (continued)

3. Discounts or rebates, if any, available for each billing schedule.

S. PAYMENT

Unless otherwise agreed upon, payment shall be due within thirty (30) days after (1) acceptance of all products or services, of (2) receipt of a correct invoice for such payment, whichever is latest. Where payment is made by mail, the date of the postmark shall be deemed to be the date of payment.

As discussed in paragraph R above, payment parameters other than those discussed above may be agreed upon during negotiation. Offeror should describe any alternate payment methods (ACH, wire transfer, etc.) which are available, how they work and what discounts, if any, would be available.

T. LATE CHARGES

If late charges will be assessed to County or FCPS accounts, offeror shall describe in full detail, their rate, how and when the charges would be invoked and how the charges would be billed, including a sample calculation.

U. SALE OF CARDHOLDER INFORMATION

The contractor shall not sell, rent, or otherwise distribute a list of participating agencies or cardholder address, or any other information to any person, firm or other entity for any purpose without the written consent of the Purchasing Agent.

V. REPORTS

1. At a minimum, contractor shall provide reports that show monthly transaction detail by card, by agency (separate billing account) and by the County as a whole. Reports should also be capable of showing transactions by vendor.
2. Reports should be available directly to participating agencies (separate billing accounts) as well as to the County or FCPS.

SPECIAL PROVISIONS (continued)

3. Offeror should list and describe the type and frequency of reports available and what their cost, if any. Provide samples, if available.

W. TRANSITION

For the effective transfer of services between the current contractor and contractor awarded as a result of this RFP, offeror shall:

1. Describe the transition process (who is responsible for coordinating activities, who participates and what activities must occur). Provide a time line and a work plan including the type and amount of resources to be provided by the new contractor and by Fairfax County Government. NOTE: Procurement cards issued by current contract expire 01/99.
2. Provide a work plan and time line for training Fairfax County employees.
3. Successful offeror shall manage transition activities in such a manner that no lapse in service occurs during transition between current contractor and successor contractor.

3.2 Desired tasks and/or capabilities:

The following tasks and/or capabilities are considered desirable. Offerors should describe their current capabilities. Planned capabilities, which are not yet implemented, should be described only if implementation efforts are underway. Planned implementation dates should be noted, as appropriate.

A. ELECTRONIC DATA INTERCHANGE

The County of Fairfax has the capability to receive data electronically through Electronic Data Interchange (EDI). It is desirable for the contractor to be capable of providing an EDI file containing billing information, including transaction detail, and/or other management reporting data.

B. ONLINE ACCESS

SPECIAL PROVISIONS (continued)

Many County agencies have access to the Internet. Offers should describe what information, including cardholder statement and reports, would be available online.

3.3 Optional tasks and/or capabilities:

The following tasks or capabilities may be added to the services provided under any contract awarded as a result of this Request for Proposals.

A. TRAVEL CARD

Offeror should describe their capability to provide travel card services to the County and what benefits such a program may provide. Detail the differences, if any, between a travel card and procurement card program. Describe if, and if so, how the procurement and travel card could be combined.

B. FLEET CARD

Offeror should describe their capability to provide fleet card services to the County and what benefits such a program may provide. Detail the differences, if any, between a fleet card and procurement card program. Describe if, and if so, how the procurement and fleet card could be combined.

4. OTHER SERVICES:

4.1 The successful Offeror(s) must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The successful Offeror(s) will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year

5. TECHNICAL PROPOSAL SECTION INSTRUCTIONS:

5.1 The offeror must complete the Technical Proposal form which appears in Attachment I and submit the Technical Proposal in a separate binder containing the following information:

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and

SPECIAL PROVISIONS (continued)

County registration numbers; and annual report or financial statement. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

- b. Understanding of the problem and technical approach.
 - 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 - 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the request for proposal.
- c. Preliminary Work Plan
 - 1. The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror which substantially differs from the project scope described in these Special Provisions.
 - 2. This section should include detailed descriptions of activities which are to occur, significant milestones, and anticipated deliverables.
- d. Treatment of the Issues
 - 1. In this section, the offerors also may comment, if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the Tasks to be Performed section of this Request for Proposal, and may propose alternative approaches.
- e. Statement of Qualifications

SPECIAL PROVISIONS (continued)

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

1. Organizational and Staff Experience. Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject-matter.
2. References. Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference. If available, offeror should provide references from programs with state or local governments.
3. Personnel. Full-time and part-time staff and subcontractors, if any, who will be assigned direct work on this project should be identified and brief resumes provided. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. The technical areas, character and extent of participation by any subcontractor or Consultant activity must be indicated and the anticipated sources will be identified.

Offeror should indicate name, telephone number and e-mail address for the following personnel and specifically describe their background, qualifications and availability to the County.

a) Primary business contact

b) Primary technical contact

4. Financial Responsibility. Latest audited statements, annual or quarterly reports, rating from nationally recognized credit rating organization or any other acceptable proof of financial responsibility.

6. BUSINESS SECTION PROPOSAL INSTRUCTIONS:

- 6.1 The offeror, as a minimum, must submit pricing data in a separate binder. The Pricing Schedule (PSMA35) must be used in summarizing the business proposal, with adequate back-up detail to verify the proposed fee. The following information should

SPECIAL PROVISIONS (continued)

be submitted as part of the business proposal:

- A. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.

7. PRICING:

- 7.1 The subsequent contract will be a firm-fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the duration of this contract.
- 7.2 Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors.

8. REQUIRED SUBMITTALS

- 8.1 Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An Offeror's failure to provide the documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

9. SUBMISSION OF PROPOSAL:

- 9.1 One (1) original and ten (10) copies of the technical proposal and one (1) original and ten (10) copies of the business proposal (duly marked) are due at the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035, prior to the specified time and date.
- 9.2 It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate art work, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper.

SPECIAL PROVISIONS (continued)

- 9.3 Each original and set of ten (10) copies of the proposal shall consist of:
- a. Cover sheet (PSMA32), duly signed with the corporate seal impressed, if applicable.
 - b. Technical proposal as required in the Special Provisions, paragraph **5.0 TECHNICAL PROPOSAL SECTION INSTRUCTIONS**. (Attachment I)
 - c. Business proposal as required in the Special Provisions paragraph **6.0 BUSINESS SECTION PROPOSAL INSTRUCTIONS**. (Attachment II)
- 9.4 By executing the cover sheet (PSMA32), Offeror acknowledges that the Offeror has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person. All proposals must be received by the receptionist at the following location prior to the date and time specified: Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035. The names of the Offerors submitting proposals will be available after the proposal closing time and date.

10. LATE PROPOSALS:

- 10.1 Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

11. PERIOD THAT PROPOSALS REMAIN VALID:

- 11.1 Each Offeror agrees that proposals will remain firm for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

12. CONTACT FOR CONTRACTUAL MATTERS:

- 12.1 The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Lonnette Robinson, CPPB, Contract Administrator
Department of Purchasing and Supply Management
Telephone: (703) 324-3281

SPECIAL PROVISIONS (continued)**13. CONTACT FOR TECHNICAL MATTERS:**

- 13.1 The person to contact concerning technical matters pertaining to this Request for Proposal is:

Mary Jane Comly, Procurement Card Program Coordinator
Department of Purchasing and Supply Management
Telephone: (703) 324-3286

14. KEY PERSONNEL:

- 14.1 The personnel named in the technical proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

15. TRADE SECRETS/ PROPRIETARY INFORMATION:

- 15.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

16. SUBCONTRACTING:

All inquiries and correspondence shall be between the County and the Contractor.

- 16.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. In addition, a diskette containing over 5,000 small, minority-owned and woman-owned Fairfax County businesses may be obtained from any Fairfax County Public Library, or Economic Development Authority. This diskette is available at no charge.

SPECIAL PROVISIONS (continued)

- 16.2 Upon award of contract, the prime contractor agrees to make maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

17. PRE-PROPOSAL CONFERENCE:

- 17.1 A pre-proposal conference will be held on September 24, 1998 at 10:00 a.m., at the Fairfax County Department of Purchasing and Supply Management, 12000 Government Center Parkway, 4th Floor, Room 443.C, Fairfax, Virginia 22035. Attendees requiring special services are asked to provide their requirements to the County one week in advance to allow for accommodation.
- 17.2 The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

18. BASIS FOR AWARD:

- 18.1 The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.
- 18.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated offeror(s) will then be reviewed.
- 18.3 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County. If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on.

18.4 Proposal Evaluation Criteria

SPECIAL PROVISIONS (continued)

The following factors will be considered in the award of this contract:

- a) Qualification of firm as a duly licensed with appropriately qualified and experienced personnel.
 - b) Depth of response to the Special Provisions, Section 3.0, **TASKS TO BE PERFORMED**.
 - c) Depth of response to Special Provisions, Section 5.0, **TECHNICAL PROPOSAL SECTION INSTRUCTIONS** and **ATTACHMENT I**.
 - d) Details of the approach and methodology of program.
 - e) Reasonableness of cost proposal(s).
- 18.5 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 18.6 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.7 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.
- 18.8 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as **Acceptable**.@ Proposals found not to be acceptable will be classified as **Unacceptable**@ and no further discussion concerning same will be conducted.

19. ORDER OF PRECEDENCE:

- 19.1 In the event of conflict, the Acceptance Agreement (PSMA32) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to offerors, included herein.

SPECIAL PROVISIONS (continued)**20. NOTIFICATION OF AWARD**

- 20.1 Services are not to begin until receipt of the Notification of Award or other notification by the County Purchasing Agent to proceed.
- 20.2 Performance time and dates are determined solely by the contract, and any modification thereto.

21. CONTRACT COMPLETION AND RENEWAL:

- 21.1 This contract will begin on the date of award and continue for 36 months.
- 21.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a three (3) year period. The County reserves the right to renew the contract for three (3) additional years, one (1) year at a time.
- 21.3 Any contract awarded pursuant to this Request for Proposal will be conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the successful Offeror under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the successful Offeror with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

22. INSURANCE:

- 22.1 The successful Offeror will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith whether owned by the successful Offeror or by the County. The successful Offeror assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 22.2 The successful Offeror shall, during the continuance of all work under the Contract provide the following:

SPECIAL PROVISIONS (continued)

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Successful Offeror from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors Offerors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. The successful Offeror agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the successful Offeror, its subcontractors Offerors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.
3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. The successful Offeror agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

The only exceptions to this are insurers of the London Syndicate and other recognized British and European insurers who are not rated by Best Guide.

5. **Hold-harmless and Indemnification:**

Article 63 (Page 7) of the General Conditions and Instructions to Bidders shall apply.

6. The successful Offeror will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent/Risk Manager before any work is started.
 7. If the successful Offeror delivers services from a County-leased facility, the successful Offeror is required to carry personal property insurance on all equipment installed and maintained on the premises.
- 22.3 No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent/Risk Manager. The successful Offeror shall furnish a new certificate prior to any change or

SPECIAL PROVISIONS (continued)

cancellation date. The failure of the successful Offeror to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

- 22.4 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 22.5 The County of Fairfax and its employees and officers shall be named as an additional insured in the General Liability policy and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 22.6 If an AACORD Insurance Certificate form is used by the Successful Offeror's insurance agent, the words, Aendeavor to and A. . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company: in the ACancellation paragraph of the form shall be deleted or marked out.

23. DATA SOURCES:

- 23.1 The County will provide the successful Offeror all available data possessed by the County that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

24. SAFEGUARDS OF INFORMATION:

- 24.1 Unless approved in writing by the County Purchasing Agent, the successful Offeror may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Offeror under the final contract.

25. ACCESS TO AND INSPECTION OF WORK:

- 25.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

26. DELAYS AND SUSPENSIONS:

- 26.1 The successful Offeror must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services which are required for contract completion by the successful Offeror. If, after giving the County Purchasing Agent written notice, the successful Offeror elects to stop work because data or services are not supplied by the County, the County will extend the successful Offeror's time of completion by a period of time reasonably suited for completion of work.

SPECIAL PROVISIONS (continued)

26.2 The County will pay the successful Offeror for all work completed to the date of suspension plus all the successful Offeror's cost related to the delay, omission or any consequent work stoppage by the successful Offeror and its personnel. The successful Offeror may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the successful Offeror decides to proceed without the data and services that was to be provided by the County, any error or omission of the successful Offeror that resulted from the County's omission will not constitute default by the successful Offeror.

27. CHANGES:

27.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the successful Offeror. If such changes cause an increase or decrease in the successful Offerors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work which is beyond the scope of this Request for Proposal.

27.2 No services for which an additional cost or fee will be charged by the successful Offeror shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

28. PROJECT AUDITS:

28.1 The contractor shall maintain books, records and documents of all costs and data in support of the service s provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:

1. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
2. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
4. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the County.

28.2 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

SPECIAL PROVISIONS (continued)

28.3 Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

28.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated hereinabove. The Contractor shall include this ~~AR~~Right of Audit and Preservation of Records clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

29. RECORDS:

29.1 The successful Offeror(s) must maintain all records in compliance with federal and state regulations.

30. PAYMENTS:

30.1 Unless otherwise negotiated, the County will pay the successful Offeror monthly by check based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph **3.0 TASKS TO BE PERFORMED**.

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

31.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

32. NEWS RELEASE BY VENDORS:

32.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

SPECIAL PROVISIONS (continued)**33. YEAR 2000 COMPLIANCE:**

33.1 AYear 2000 complaint@means information technology that accurately processes date and time data from, into and between the year 1999 and 2000 and beyond.

The offeror warrants that any product or service delivered under the provisions of a contract resulting from this solicitation will be Year 2000 complaint. The remedies available to the County for any breach of this warranty shall include reimbursement of all costs, if any, to correct any deficiency in the vendor=s product or service.

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Taxation to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

0 If you currently have a Fairfax County business license, please submit a copy with your bid.

0 Do you have an office in: Virginia Yes No
 Fairfax County Yes No

0 Date business began/will begin work in Fairfax County

0 A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County_____

Signature _____ Date _____
 - - - - -

- - For Office use Only:

0 Company name and address: _____

0 Amount of Contract Award \$ _____

0 Fairfax County Agency _____

0 Agency Contact _____ Phone
 No. _____

0 Company Contact _____ Phone
 No. _____

Nature of
 business _____

PRICING SCHEDULE

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Proposal Form/Acceptance Agreement (Cover Sheet)
- B. General Conditions, Pages 1 through 9
- C. Special Provisions & Specifications, Pages 10 through 33
- D. Pricing Schedule, Pages 34 through 39
- E. Purchase Order

SMALL AND MINORITY BUSINESS ENTERPRISES:

The Fairfax County Human Rights Ordinance and relevant Federal and State Laws, orders and regulations, require Fairfax County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. **Small Business:**

Means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual gross receipts. (Supersedes paragraph 41c of General Conditions and Instructions to Bidders.)

2. **Minority Business:**

Means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and **persons with disabilities**: a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or who are regarded as having such an impairment. (Supersedes paragraph 41d of General Conditions and Instructions to Bidders.)

3. **Sheltered Workshop:**

Means a work-oriented rehabilitative facility with a controlled working environment and individual goals which utilizes work experience and related services for assisting the handicapped person to progress toward normal living and a productive vocational status.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

- | | |
|---|---|
| <input type="checkbox"/> Owned by Person(s) with Disabilities | <input type="checkbox"/> Sheltered Workshop |
| <input type="checkbox"/> Women Owned | <input type="checkbox"/> Small Business |
| <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> American Indian | <input type="checkbox"/> Asian American |
| <input type="checkbox"/> Eskimo and Aleuts | |

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS:(Office)_____

TELEPHONE/FAX:(Office)_____E-MAIL:_____

PAY TO ADDRESS: (If different from Firm address on Cover Page)

FORM DPSM35
PRICING SCHEDULE

I. Breakdown of Cost Proposal

1. Direct Material (itemize below under "Supporting Schedule")

COST (\$)

a. Purchased Parts \$_____

b. Subcontracted Items \$_____

c. Other \$_____

TOTAL DIRECT MATERIAL \$_____

2. Material Overhead

(Rate ____% x \$_____ base = _____)

3. Direct Labor (Specify) Est. Hours X Rate Per Hour = Cost (\$)
(Including Consultants/Subcontractors)

TOTAL DIRECT LABOR \$_____

4. Labor Overhead (Specify) Overhead Rate X Base = Cost (\$)

TOTAL DIRECT OVERHEAD\$_____

PRICING SCHEDULE

5. Travel (itemize below under "Supporting Schedule")

COST (\$)

a. Transportation \$____

b. Per Diem/Subsistence \$____

TOTAL TRAVEL \$____

6. Other Direct Costs (itemize below under "Supporting Schedule")

TOTAL DIRECT COSTS \$____

7. General & Administrative Expenses (itemize below under "Supporting Schedule")

(Rate ____% of cost elements nos. ____)

TOTAL G & A EXPENSES \$____

8. Fee or Profit

TOTAL FEE OR PROFIT \$____

II. Total Cost Including Fee or Profit. \$____

III. Supporting Schedule For Cost Elements As Described Above (include cost element number, description, and cost)

TECHNICAL PROPOSAL
Attachment I

A. GENERAL

1. Offeror's Name: _____

2. Person Responsible for completing this form:

Name: _____

Title: _____

Address: _____

Telephone: () _____ Fax: () _____

3. The information in this response is binding until _____
(Date)

4. Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____

Fiscal Representative: _____

**BUSINESS PROPOSAL
Summary- Attachment II**

NAME OF BIDDER_____

ADDRESS:_____

FEE SCHEDULE:

A detailed description of cost elements must be submitted with the business proposal.

Date of Submission

Typed name and title

Signature

(DPSM35)

RFP9921706916 Bidders=/Offerors= Checklist

This is a checklist of major items that offerors must include with their submission. Offerors should read this solicitation very carefully and meet all required provisions. In the event of conflict or omission, requirements in the Special Provisions or General Provisions of this solicitation shall take precedence over this checklist.

U Description of Item

'	1.	Form DPSM32, Cover Sheet must be filled out completely and shall bear the Vendor's Legally Authorized Signature.
'	2.	Submit the required number of copies of the Technical Proposals and the Business Proposals under separate cover to the Department of Purchasing and Supply Management office BEFORE the date and time specified. Late bids (even a minute) are not accepted.
'	3.	
'	4.	
'	5.	
'	6.	
'	7.	
'	8.	
'	9.	
'	10.	

Bidders/Offerors Suggestion Form

RFP9921706916

Date: _____

Vendor Name & Phone #
(optional)_____

If any bidder/offeror has any suggestions for improving the format and/or content of this solicitation; they will be welcomed. If you have any suggestions, please return this form with your bid/proposal submission or fax your suggestion(s) to (703) 324-3228. Thank you.

[illegible]

CHECKLIST / INSTRUCTIONS FOR SOLICITATIONS:

Submitted By: Lonnette Robinson

Date Submitted: 9/8/98

Solicitation Number: RFP9921706916

Advertisement: No X Yes

Print Shop Order: No Yes X How many copies?:

Pre-Bid/Proposal Conference: Yes X No

Date/Time: September 24, 1998 @ 10:00 a.m.

Place: 12000 Government Center Parkway, 4th Floor, Room 443.C
Fairfax, Virginia 22035

Special Instructions:

DISTRIBUTION:

Agency: DPSM Attn: Mary Jane Comly

Agency: Attn:

Agency: Attn:

Agency: Attn:

Agency: Attn:

See Next Page for Labels to Be Typed:

Page 2, Additional Labels

1. Amsouth Bank
P.O. Box 11007
Birmingham, AL 35288
Attn: Nancy Todor
2. BancOne Corporation
100 E. Broad Street
Columbus, OH 43271
Attn: Marshall Soura
3. Bank of America
555 California Street
San Francisco, CA 94103
Attn: Dan Riley
4. Bank of America
NT & SA - Oregon
121 SW Morrison, 17th Floor
Portland, OR 97204
Attn: Mike Sullivan
5. The Bank of New York
101 Barclay Street
New York, NY 10286
Attn: Donald Monks
6. Barnett Banks, Inc.
50 N. Laura Street
Jacksonville, FL 32202
Attn: Andrew Higgins
7. The Chase Manhattan Bank
Four Chase Metrotech Center
20th Floor
Brooklyn, NY 11245
Attn: Sharon Pearl
8. Citibank/Citicorp
750 Washington Blvd.
Stamford, CT 06901
Attn: Colin Klipin
9. Columbus Bank and Trust Company
P.O. Box 120
Columbus, GA 31902
Attn: Barbara Harrell
10. Commerce Bancshares, Inc.
P.O. Box 419248
25 S. Charles Street
Baltimore, MD 21201
Attn: J. William Murray
11. Comerica Bank
P.O. Box 75000
Detroit, MI 48275-7614
Attn: Dennis McHale
12. Commerce Bank N.A.
P.O. Box 419248, KCTS
1000 Walnut
Kansas City, MO 64141-6248
Attn: Janis Richardson
13. Corestates Financial Corporation
P.O. Box 7618
Broad & Chestnut Streets
Philadelphia, PA 19101-7618
Attn: Sandra Peterson
14. Crestar Bank
919 E. Main Street
Richmond, VA 23219
Attn: Robert Brit
15. Deposit Guaranty National Bank
P.O. Box 1200
Jackson, MS 39215-1200
Attn: Jill Beneke
16. Fidelity National Bank
P.O. Box 105075
Atlanta, GA 30348
Attn: Suzanne Kintanar
17. First Bank System, Inc.
601 Second Avenue South
Minneapolis, MN 55402
Attn: Susan Scheerer
18. First Chicago NBD
One First National Plaza
Chicago, IL 60670-0196
Attn: Lisa Palmleaf
19. First National Bank of Maryland
Attn: Dick McCord
20. First of America
211 South Rose Street
Kalamazoo, MI 49007

21. First Union Corporation
301 s. College Street
Charlotte, NC 28288
Attn: Nina Archer
22. First Union
Customer Service Operation
P.O. Box 8920
Wilmington, DE 19899
23. Fleet Virginia Bank
One Federal Street
Boston, MA 02110-2010
Attn: George Kerestly
24. Frost Bank
P.O. Box 1600
San Antonio, TX 73296
Attn: Tom Frost III
25. Harris Trust & Savings Bank
111 W. Monroe
Chicago, IL 60603
Attn: Stephanie Rico
26. Huntington National Bank
41 S. High Street
Columbus, OH 43215
Attn: Penny Bach
27. LaSalle National Bank
135 S. LaSalle Street
Chicago, IL 60614
Attn: Cynthia Murray
28. Mellon Global Cash Management
Three Mellon Bank Center
Pittsburg, PA 15259-0001
Attn: Robert W. Stasik
29. Mercantile Bank National Associations
37. The Northern Trust Company
50 South LaSalle
Chicago, IL 60675
Attn: John Van Pelt
38. Norwest Corporation
Sixth & Marquette Avenues
Minneapolis, MN 55479-0099
Attn: Peggy Roush
39. PNC Bank N.A.
Fifth Avenue & Wood Street
Pittsburg, PA 15265
Attn: James G. Graham
- One Mercantile Center
St. Louis, MO 63166
Attn: Andrea Allen
30. National City Bank, Cleveland
1900 E. Ninth Street
Cleveland, OH 44114
Attn: John T. Strukely
31. National City Bank, Columbus
155 E. Broad Street
Columbus, OH 43251-0061
32. National City Bank of Indiana
One National City Center
Suite 901 East
Indianapolis, IN 46256
Attn: Margaret Plummer
33. National City Bank of Kentucky
101 S. Fifth Street
Louisville, KY 40202
Attn: P. Daugherty Murphy
34. National City Bank of Pennsylvania
20 Stanwix Street, 25-181
Pittsburg, PA 15278
Attn: Mark Sullivan
35. NationsBank
One NationsBank Plaza
NC1-002-28-14
Charlotte, NC 28255
Attn: Ed Sykes
36. NBD Bank
6511 Woodward
Detroit, MI 48226
Attn: James Rembacki
40. The Provident Bank
One E. Fourth Street
Cincinnati, OH 45103
Attn: Jerry Meyer

41. Star Bank
425 Walnut Street
Cincinnati, OH 45202
Attn: Susan Whitman
42. SunTrust Banks, Inc.
P.O. Box 4418
Atlanta, GA 30302
Attn: James A. Roberts
43. The Toronto-Dominion Bank
P.O. Box 1, Toronto Dominion Centre
Toronto, Ontario M5K 1A2 Canada
Attn: Tony Cook
44. UMB Financial Corporation
1010 Grand Avenue
Kansas City, MO 64106
Attn: Patricia Engelage
45. Wachovia Bank
301 N. Main Street
Winston Salem, NC 27150
Attn: Michael Starr
46. Wells Fargo Bank
420 Montgomery Street
MAC 0188-030
San Francisco, CA 94104
Attn: J. Griffin Gunter
47. Zions First National Bank
One S. Main Street, Suite 1000
Salt Lake City, UT 84111
Attn: Jerry Barker
48. Global Payment Systems
Four Corporate Square
Atlanta, GA 30329-2009
Attn: John Davison
49. American Express Establishment Srvs
World Financial Center
New York, NY 10285-4510
Attn: Tracie Howard